

NEAL GERBER EISENBERG & LURIE

208 SOUTH LASALLE STREET
CHICAGO, ILLINOIS 60604
(312) 269-8000

RECORDATION NO. 6859-R
FILE 1988

RECORDATION NO. 6859-9
FILE 1988

NOV 17 1988-8 03 PM

November 7, 1988

NOV 17 1988-8 03 PM

EARL N. MELAMED
(312) 269-8012

INTERSTATE COMMERCE COMMISSION

TELECOPIER
(312) 269-1747

INTERSTATE COMMERCE COMMISSION

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

No. 8-322A032

NOV 17 1988

Date

Fee \$ 26.00

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

ICC Washington, D. C.

Dear Sir:

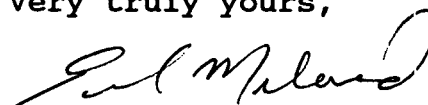
We transmit to you herewith by certified mail for recordation, pursuant to 49 U.S.C. Section 11303, an original and two certified counterparts of the Tenth Supplemental Trust Agreement (the "Supplemental Agreement"), by and between Union Tank Car Company, 39 South LaSalle Street, Chicago, Illinois, 60603 (the "Company") and Harris Trust and Savings Bank, 111 West Monroe Street, P.O. Box 755, Chicago, Illinois 60690 (the "Bank") as Trustee, which amends the Equipment Trust dated as of October 14, 1988, between the Company and the Bank. The Supplemental Agreement evidences the substitution under said Equipment Trust of railroad cars, more fully described in Schedule A attached hereto.

Also enclosed for recordation is an original and two certified counterparts of a Bill of Sale to the Company from the Bank, which Bill of Sale relates to the railroad cars in respect of which the aforesaid substitution was made. The Equipment covered by the Bill of Sale is more fully described in Schedule B attached hereto. The Bill of Sale releases the Equipment from the encumbrance created by the Equipment Trust.

The Supplemental Agreement and the Bill of Sale should be recorded as supplements to the Equipment Trust dated as of January 15, 1973, which was recorded with your office and assigned recordation number 6859. We enclose herewith our check in the amount of \$20.00 payable to the Interstate Commerce Commission to cover the recordation fees.

Please return the original copy of the Supplemental Agreement and the Bill of Sale to the undersigned.

Very truly yours,



Earl N. Melamed

ENM:jo
Enclosures

100 OFFICE OF
THE SECRETARY
NOV 17 1988

NEAL GERBER EISENBERG & LURIE

208 SOUTH LASALLE STREET

CHICAGO, ILLINOIS 60604

(312) 269-8000

November 15, 1988

Ms. Mildred Lee
Interstate Commerce Commission
Room 2303
Washington, D.C. 20423

Re: Union Tank Car Company

Dear Ms. Lee:

Pursuant to your recent conversation with Earl Melamed, enclosed please find our check in the amount of \$6.00 to cover the balance of the filing fees due with respect to the Equipment Trusts recently submitted to the ICC on behalf of the above-captioned corporation.

If you should have any questions, please do not hesitate to contact me.

Very truly yours,

NEAL GERBER EISENBERG & LURIE

Joanne M. DeSanctis
Joanne M. DeSanctis
Legal Assistant

Enclosure

cc: Earl N. Melamed, Esq.

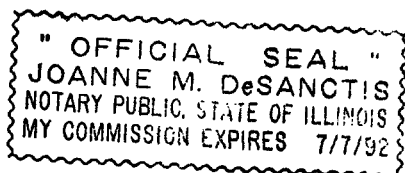
STATE OF ILLINOIS)
COUNTY OF COOK) SS.

RECORDATION NO. 6859-9
NOV 17 1988 2 01 PM
INTERSTATE COMMERCE COMMISSION

CERTIFICATE

The undersigned, Joanne M. DeSanctis, a Notary Public in and for said County, states that she compared the attached copy of the Tenth Supplemental Trust Agreement dated the 14th day of October, 1988, with the original document, and certifies that it is a true and correct copy in all respects.

IN WITNESS WHEREOF, the undersigned has hereunto affixed her signature and notarial seal this 7th day of November, 1988.



Joanne M. DeSanctis
Notary Public

6839-07
RECORDED NOV 17 1988

NOV 17 1988 - 4 05 PM

TENTH SUPPLEMENTAL TRUST AGREEMENT
STATE COMMERCE COMMISSION

THIS TENTH SUPPLEMENTAL TRUST AGREEMENT dated as of October 14, 1988, by and between UNION TANK CAR COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (the "Company"), and HARRIS TRUST AND SAVINGS BANK, as Trustee (the "Trustee").

WITNESSETH:

WHEREAS, Union Tank Car Company has heretofore executed and delivered to the Trustee a Trust Agreement dated as of January 15, 1973 (the "Trust Agreement"), providing for the issue of its Equipment Certificates (Series 9); and

WHEREAS, the Company desires to comply with Section 5.06 of the Trust Agreement by the execution of a supplement thereto, to evidence the inclusion of Equipment as a part of the Trust Equipment under the Trust Agreement;

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar to it duly paid by the Trustee upon the execution of these presents, the receipt whereof is hereby acknowledged, the Company covenants and agrees with the Trustee for the equal and proportionate benefit of the respective holders from time to time of the Trust Certificates as follows:

ARTICLE ONE

Substitution of Equipment

The Equipment described in Schedule A hereto is hereby substituted for the Equipment specifically described in Schedule A of the Trust Agreement and Schedule B hereto.

ARTICLE TWO

Substituted Equipment Subject to Trust Agreement

The Equipment described in Schedule A hereto is hereby included as part of the Trust Equipment under the Trust Agreement and is and shall be subject to all the terms and conditions of the Trust Agreement in all respects as though it had been part of the Trust Equipment specifically described in the Trust Agreement. The Equipment described in Schedule B hereto is hereby removed from the list of Trust Equipment under the Trust Agreement and is no longer subject to any provisions of the Trust Agreement.

ARTICLE THREE

Concerning the Trustee

The Trustee accepts the provisions of this Supplemental Trust Agreement but only upon the terms and conditions set forth in the Trust Agreement as amended. Without limiting the generality of the foregoing, the Trustee assumes no responsibility for the correctness of the recitals herein contained, which shall be taken as the statements of the Company. The Trustee makes no representations and shall have no responsibility as to the validity of this Supplemental Trust Agreement.

ARTICLE FOUR

Miscellaneous Provisions


Except as hereby expressly provided, the Trust Agreement is in all respects ratified and confirmed, and all the terms, provisions and conditions thereof shall be and remain in full force and effect.

The Supplemental Trust Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the Company and the Trustee have caused this Supplemental Trust Agreement to be duly executed by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed, all as of the date and year first above written.

UNION TANK CAR COMPANY

By: _____


R. C. Gluth, Executive
Vice President

ATTEST:


Robert W. Webb, Secretary

HARRIS TRUST AND SAVINGS BANK

By: _____

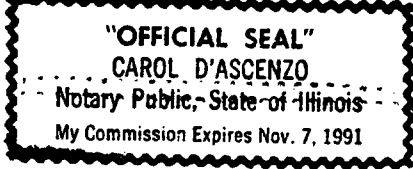

VICE PRESIDENT

ATTEST:


~~Assistant Secretary~~ ASSISTANT SECRETARY

STATE OF ILLINOIS))
COUNTY OF COOK) SS

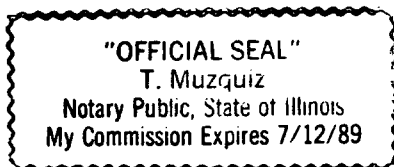
On the 21st day of October, 1988, before me personally came R.C. Gluth, to me known, who, being by me duly sworn, did depose and say that he is the Executive Vice President of UNION TANK CAR COMPANY, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.



Carol D'Ascenzo
Notary Public

STATE OF ILLINOIS)
COUNTY OF COOK) SS

On the 31ST day of OCTOBER, 1988, before me personally came R. G. MASON, to me known, who being by me duly sworn, did depose and say that he is a VICE PRESIDENT of HARRIS TRUST AND SAVINGS BANK, described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.



J. Muzzin
Notary Public

PRUGRAM ACTH1025

UNION TANK CAR COMPANY - TREASURERS DEPARTMENT
SCHEDULE A - DESCRIPTION OF EQUIPMENT TRUST
FOR SUBSTITUTION

RUN DATE: 07/29/86

CERTIFICATE TRUST SERIES: RU09

QUANTITY		A.A.R. MECHANICAL DESIG. CODE	CAPACITY IN GALLONS	ROAD NUMBERS
4		C214	5,701	UTCX57652-UTCX57655
4 TOTAL				

PROGRAM ACIB1027

UNION TANK CAR COMPANY - TREASURERS DEPARTMENT
SCHEDULE B - DESCRIPTION OF EQUIPMENT TRUST
FOR SUBSTITUTION - TERMINATED CARS

RUN DATE: 07/29/88

CERTIFICATE TRUST SERIES: KU09

QUANTITY	A.A.R. MECHANICAL DESIG. CODE	CAPACITY IN GALLONS	ROAD NUMBERS
5	GT	0	UNPX100280, UNPX100282, UNPX100290, UNPX100305, UNPX100317
1	TM	14,500	13355
2	TM	20,000	47064, 58840
3	TM	21,000	RTCX27125, RTCX27336, RTCX27357
5	TMI	16,000	74764, 74793, 74798, 76868, 76873
1	TMI	17,000	76035
4	TMI	20,000	25807, 73351, 74727, 74758
2	TMI	23,500	76203, 77159
1	TMI	30,000	80324
1	TP	33,600	30497
25	TOTAL		